April 30, 2007

TO:	ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS
FROM:	ROXANN M. PARKER STATE CONTRACT PROCUREMENT OFFICER 302-857-4555
SUBJECT:	AWARD NOTICE #2 – Effective May 1, 2008 CONTRACT NO. 07-025-RP Envelopes – Plain and Printed, Virgin and Recycled

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) <u>Delaware Code</u>. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. **CONTRACT PERIOD**:

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Each Vendors contract shall be valid for a one (1) year period from May 1, 2007 through April 30, 2008. Each contract may be renewed for two (2) additional years through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been extended through April 30, 2009 with pricing updates.

3. **SHIPPING TERMS**:

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F.O.B. destination.

4. DELIVERY AND PICKUP:

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Plain Envelopes: 1 - 3 days after receipt of order (ARO)
Printed Envelopes: 5 - 10 days after receipt of order (ARO)
Specialty Envelopes: 7 - 30 days after receipt of order (ARO)

INSIDE DELIVERY:

Inside delivery is defined as delivery to a specific stock room or office or any location other than the general receiving area. An optional inside delivery fee may be applied. In addition, an optional charge may be applied for delivery involving each full flight of stairs. There shall be **NO** additional charges involving the use of a building's elevator other than the inside delivery fee.

5. PRICING:

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Prices will remain firm for the term of the contract year.

Prices are listed by vendor and line item on the attached spreadsheet, Appendix A, made a part of this award notice.

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ADDITIONAL TERMS AND CONDITIONS

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6. BILLING:

The successful vendor is required to <u>"Bill as Shipped" to the respective ordering agency(s)</u>. Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

7. <u>PAYMENT</u>:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

8. **PRODUCT SUBSTITUTION**:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

9. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

VENDORS

VENDOR "A"

CURTIS 1000

36 Holly Drive

Newington, CT 06111 Contact: Jonathan Clewer

Phone Number: 1-800-332-0444

Cell: 410-920-6885

Fax Number: 1-800-284-4552

DELIVERY:

Ship Regular Stock 2-3 days ARO Plain Envelopes

Ship Specialty 20 days ARO

Ship Regular Stock $\underline{5-7}$ days ARO Ship Specialty $\underline{25}$ days ARO Printed Envelopes

OPTIONAL INSIDE DELIVERY

\$.50 per carton

Optional Full Light Stair Fee \$ 1.00 / Carton

COST TO IMPRINT STATE OF DELAWARE SEAL - IF APPLICABLE

\$ No Charge

MINIMUM ORDER AMOUNT (MOA) - N/A

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Minimum Order Amount (MOA):

VENDORS (Cont.)

VENDOR "B"			
DELAWARE CORRECTION	ONAL INDUSTRIES		
1181 Paddock Road Smyrna, DE 19977			
Contact: Ed Moore Phone Number: 302-653-9	9261 ext. 2393		
Fax Number: 302-653-284			
DELIVERY:			
Printed Envelopes	Ship Regular Stock <u>5</u> days ARO Ship Specialty <u>30</u> days ARO		
OPTIONAL INSIDE DELIV	<u>/ERY</u>		
\$ No Charge			
Optional Full Light Stair Fe	e \$No Charge		
COST TO IMPRINT STAT	E OF DELAWARE SEAL - IF APPLICABLE		
\$ No Charge			

Plain N/A Printed: See Items

VENDORS (Cont.)

VENDOR "C"		
Envelope America, LLC 12 Creek Parkway Suite 400 Boothwyn, PA 19061 Contact: Kathy Zeccola Telephone: 610-859-0010 Fax: 610-859-0019		
DELIVERY:		
Plain Envelopes	Ship Regular Stock <u>1 - 2</u> days ARO Ship Specialty <u>7 - 10</u> days ARO	
Printed Envelopes	Ship Regular Stock <u>5</u> days ARO Ship Specialty <u>9 – 15</u> days ARO	
OPTIONAL INSIDE DELI	<u>VERY</u>	
\$		
Optional Full Light Stair Fee \$ 0		
COST TO IMPRINT STATE OF DELAWARE SEAL - IF APPLICABLE		
\$ <u>No Charge</u>		
Minimum Order Amount (MOA): Plain: <u>N/A</u> Printed:	

(Rev. 7/23/07)

10. **REQUIREMENTS**:

TARGET BRIGHTNESS:

The target brightness on all recycled envelopes shall be between 83 to 85. Opacity 88.

TYPE SETTING:

Type setting shall be included in the unit price of the envelopes.

STATE SEAL:

As an option, some of the agencies may want to have the State of Delaware seal on the outside flap of the envelope. If there is an additional cost, please state in bid quotation. The State will provide a copy of the seal.

QUALITY OF ENVELOPE:

Recycled envelopes shall operate equal to or better than virgin envelopes.

STOCK REQUIREMENTS:

Wove – recycled envelope shall contain not less than 30% recovered content and 30% post consumer content.

Kraft, white and colored (including manila) envelope shall contain 10 - 20% recovered content and 10 - 20% post consumer content.

Kraft, unbleached – envelope – shall contain not less than 10% recovered content and 10% post consumer content.

The above requirement excludes custom envelopes.

PRINTING SPECIFICATIONS

Printing should be based on the following ink colors.

- a. Reflex Blue white and colored wove envelopes
- b. <u>Burgundy (Pantone 201 U)</u> white and colored wove envelopes
- c. <u>Black</u> all Kraft envelopes

The return address lines should be printed in the following:

a.	#6	3/4

1. Main Line	- 8 point
2. Address Line	- 6 point

b. <u>#9 & #10</u>

1.	Main Line	-10 point
2.	Address Line	- 6 point

c. 6 1/2" x 9 1/2"

1.	Main Line	-10 point
2.	Address Line	- 6 point

d. 9 x 12, 9 1/2 x 12 1/2, 10 x 13, and 12 x 15 1/2

1.	<u>Main Line</u>	-14 point
2.	Address Line	-12 point

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The following statement **SHALL** be printed under all Return addresses for all state of Delaware agencies:

- a. Official Business, Penalty For Private Use \$300.00
- b. Department Division Section Code i.e. <u>30-04-000</u>
- c. Agency may also specify "Ancillary Service Endorsement."

It is used by mailers to request an addressee's new address and to provide USPS with instructions on how to handle undeliverable mail. The endorsement consist of one keyword: "Address, "Forwarding," "Return, or "Change" followed by the two words "Service Requested." The endorsements are the same for all classes of mail, but the treatment and cost differ by class of mail.

Note: In order to comply with postal regulations:

- 1. The last line of print in the return address area will be no lower than 2 3/4" from the bottom of the envelope
- 2. Also, the last line of print may not extend above 33% of the height of the envelope and beyond 50% of the length of the envelope.
- 3. In addition, there must be no printing or window within 5/8" of the bottom of the envelope and 4 3/4" from the right edge
- 4. Finally, the envelope window must be at least 1/2 " from the left edge

All vendors must be in compliance with the most current United States Postal Service regulations for business reply and courtesy reply envelopes.

11. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

12. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

13. **FORCE MAJEURE**:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

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14. **AGENCY'S RESPONSIBILITIES**:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.